Realmadrid

August 31 2013

BETWEEN:

. (1) **TOTTENHAM HOTSPUR FOOTBALL & ATHLETIC COMPANY LIMITED** whose registered office is at Bill Nicholson Way, 748 High Road, Tottenham, London, England N17 0AP ('THFC);and

. (2) **REAL MADRID CF** of Concha Espina, 1, Madrid ('Real Madrid').

WHEREAS:

. (a) **The Parties** have recently concluded a Transfer Agreement in order to transfer the Federative Rights of the Player Gareth Bale from TOTTENHAM to REAL MADRID.

. (b) **The parties** executed in August 24, 2012 a document by which they declared that they had an extraordinary relationship, and committed to continue to maintain such good relationship and to build upon this and explore ways to cooperate together to the benefit of both clubs. One of those commitments was to procure to the sharing of the solidarity contribution whenever a transfer was carried out between them.

. (c) **In view of the above,**

IT IS AGREED AS FOLLOWS:

1. In addition to any entitlement that TOTTENHAM shall have to Solidarity Contribution ('Solidarity') pursuant to the FIFA Regulations on the Status and Transfer of Players (edition 2012) (the 'FIFA Regulations') and notwithstanding what has been agreed in the Transfer Agreement mentioned in (a) above, which will be fully respected by the parties, and bearing in mind what has been reflected in (b) above, the parties agree that REAL MADRID shall pay to TOTTENHAM, the gross amount of 867.050 Pounds Sterling (or 1.015.875,80,-€ calculated at the fix exchange rate agreed by the parties of 0,85350GBP/€)). This payment corresponds to the part to be borne by REAL MADRID of the Solidarity that third clubs, other than TOTTENHAM, are entitled to receive pursuant to the FIFA Regulations.

2. The relevant amount shall be paid to TOTTENHAM, subject to receipt by REAL MADRID of the relevant invoices (the title of the invoice shall be: "Partial compensation Solidarity Mechanism") and original of the Tax Residence Certificate (regarding the application of the Spanish-British Taxation Treaty) in four equal installments in the same proportion and dates as the ones agreed to in the Transfer Agreement, as follows:

    a.- Within **ten** working days after the player has been validly registered before the Spanish RFEF, REAL MADRID shall pay to TOTTENHAM the

sum of €253.968,93.

b.- On or before 24 July 2014, REAL MADRID shall pay to TOTTENHAM the sum of €253.968,93.

c.- On or before 24 July 2015, REAL MADRID shall pay to TOTTENHAM the sum of €253.968,93.

d.- On or before 24 July 2016, REAL MADRID shall pay to TOTTENHAM the sum of 216.762,50,-Pounds Sterling.

In the event that the Player's registration shall be further transferred by Real Madrid prior to the payment of the sums due under clause 2(b) – 2(d) above then Real Madrid shall be required to notify TOTTENHAM in writing and all outstanding installments shall become immediately due and payable to TOTTENHAM within 14 days of the date on which the Player so ceases to be registered with Real Madrid.

3. **IN** the event that Real Madrid shall default in the payment to TOTTENHAM of any sums hereunder within 5 (five) business days of the due date for payment then,interest shall accrue on the defaulted sum due and payable to TOTTENHAM hereunder at the rate of 5% (five percent) over the base rate from time to time of Barclays Bank PLC from the date of such default to the actual date of payment and all sums payable to TOTTENHAM pursuant to this Agreement (less any instalment previously paid to TOTTENHAM) and any sums which have fallen due for payment pursuant to this Agreement shall become immediately payable if the situation has not been cured in seven (7) business days.

4. **THIS** Agreement shall be governed by and interpreted in accordance with the laws of Switzerland and the FIFA Regulations. Any and all disputes shall be finally settled in accordance with the Rules of the Code of Sports-related Arbitration of the Court of Arbitration for Sport. In the case of a dispute related to non-payment of any sum due to TOTTENHAM under this Agreement the parties agree that any CAS arbitration shall be held in an expedited manner before a Sole Arbitrator.

AS WITNESS the hands of the parties hereto or their duly authorised representatives the day and year first before written.

SIGNED by a duly authorised signatory for and on behalf of **TOTTENHAM HOTSPUR FOOTBALL & ATHLETIC COMPANY LIMITED**

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In the presence of:

Signature of witness:

Name of witness:

Address:

SIGNED by a duly authorised signatory for and on behalf of ***[Insert full company name of [REAL MADRID]]***)

REAL MADRID, C.F.

In the presence of:

Signature of JOSE ANGEL SANCHEZ witness:

Name of witness: JAVIER LOPEZ FARRE

Address: CONCHA ESPINA, 1 28036 MADRID